STATE OF INDIANA LAKE COUNTY FILED FOR BESCORD

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MORRIS W. CASTER RECOMPLET

Tract No.: IN-LA-032

SUPPLEMENTAL PIPELINE RIGHT-OF-WAY AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made this 31^{5th} day of October, 1999, between John C. Dipiazza and Paul J. Dipiazza, hereinafter referred to as "Grantor" (whether one or more), and Williams Communications, Inc., a Delaware Corporation with its principal place of business in Tulsa, Oklahoma as "Grantee".

Whereas, by Easement Contract dated the 2 day of April , 1941, and recorded in Lake County, State of Indiana, (together with any Supplements, Amendments or Modifications as may have been later granted, all being collectively referred to as the "Original Grant") Grantor (or Grantor's predecessors in interest) has granted and conveyed to Grantee (or Grantee's predecessor in interest) a Right-of-Way and perpetual easement for a pipeline(s) across Grantor's property situated in Lake County, State of Indiana, more particularly described on the attached EXHIBIT "A"; and,

WHEREAS, Grantee requests and Grantor consents (as to the said lands or such portions thereof as Grantor may presently own) to modify, amend, and supplement said Original Grant in the manner set forth below.

NOW, THEREFORE, in the consideration of the sum of 31x7een \$ 500 Dollars (\$ 16 \$ 600) per rod and other good and valuable consideration, the receipt whereof acknowledged, it is agreed by and between parties hereto that the Original Grant be further modified and amended as follows:

1. In addition to the rights granted to Grantee for pipeline purposes under the Original Grant, Grantor hereby grants to Grantee a perpetual easement over the Williams Right-of-Way to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove underground communication systems, together with necessary underground conduits, cables, wires, splicing boxes, and any other necessary appurtenances within the Williams Right-of-Way.

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PETER BENJAMIN LAKE COUNTY AUDITOR

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2. During Grantee's installation of the underground facilities and as may be required thereafter, Grantee shall have the right to use such temporary work space parallel to and adjacent to the existing permanent easement as may be reasonably necessary.

EXCEPT AS herein amended, the Original Grant and any previously granted Supplement, Modification, or Amendment is hereby incorporated by reference hereto, ratified, and confirmed in all respects and the terms and conditions thereof shall apply to the communications systems provided for herein.

TO HAVE AND TO HOLD such rights, estates, and privileges unto Grantee, its successors and assigns. The terms, conditions and provisions of this contract shall be legally binding and extend upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto. The easement and rights herein granted may be leased or assigned in whole or in part. GRANTOR represents that the above-described premise is rented to Terry Hayeless.

IN WITNESS WHEREOF, the parties have executed this document the day and year first above written.

WITNESS

GRANTOR(S)

Dwayne A. Moseley
Attorney-in-Fact
Williams Communications, Inc.
d/b/a Vyvx, Inc.

Cross-reference: Recorded plat or last deed of record:

Book: Page:

Document No.: 141091

This instrument was prepared by: Charles T. Plake, Esq. One Williams Center, Suite 4100, Tulsa, OK 74172

Tract No.: IN-LA-032

EXHIBIT "A"

The West 440 feet of the East 880 feet of the North half of the Southwest Quarter of the Northeast Quarter of Section 27, Township 33 North, Range 8 West of the 2nd Principal Meridian, Lake County, Indiana.



INDIVIDUAL ACKNOWLEDGMENT

STATE OF INDIANA) SS
COUNTY OF LAKE)
On this 3137 day of 6ctobee ,	/999 , personally appeared before me
John C. Dipiazza pers (name of person acknowledging)	onally known to me or who has produced (type of identification)
as identification who acknowledged that He (he/sh	executed the foregoing instrument and that the same
is H's free act and deed.	Document is
NO	Notary Public
Gounty of Lake, State of Indiana	Name: GREGORY GENE BARB County of Residence: LAKE COUNTY, INC. AND
My Commission Expires 08-19-07	Expiration of Commission: 08-19-07
INDIVIDUAL	ACKNOWLEDGMENT
STATE OF INDIANA) ss
COUNTY OF LAKE	Die Pie
On this 315t day of October,	1999, personally appeared before me
Paul J. Dipiazza per	sonally known to me or who has produced Drivers License
(name of person acknowledging) as identification who acknowledged that	(type of identification) executed the foregoing instrument and that the same
(he/sh	
(his/her) free act and deed.	
	Notar Public
NOTARY PUBLIC	Name: GREGORY GENE BARLY
Gregory Gene Barby County of Lake, State of Indiana	County of Residence: Lake County, Indiana
My Commission Expires 08-19-07	Expiration of Commission: <u>BB-19-07</u>

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IN	DIANA)	po.		
COUNTY OF	Marion)	SS		
On this	11th day of _	Feb., 200	O Year	personally a	appeared before me	
Dwayne A. Mos	seley,					
Attorney-In-Fac	et perso	nally known to me or	who has produc	ced	(type of identification)	
(name of person ac		. 120-0	Art of the second		•	
as identification	who acknowledge	d that He (he/she)	executed the	foregoing in	strument and that the sam	e
is his	free	act and deed.				
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This Instrument prepared by and should be returned after recording to:

Williams Communications, Inc. 6450 English Ave. Indianapolis, IN 46219